

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:

**RANDY J. BINGAMAN and
REGINA R. LUSBY-BINGAMAN,**

Debtors.

Case No.: 14-48994

Hearing Date: March 11, 2015

Hearing Time: 10:00 a.m.

Hearing Location: 5 North

THIRD AMENDED CHAPTER 13 PLAN

PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts:

\$458.00 per month for 3 months, **\$490.00** for 9 months, and then **\$382.00** per month for 48 months.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Additional Child Tax Credit (Line 65 of Form 1040 or Line 39 of Form 1040A), each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of _____, if any, to be paid to the Trustee.

DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. Trustee and Court Fees. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

| CREDITOR NAME | TOTAL AMOUNT DUE | CURE PERIOD |
|---------------|------------------|-------------|
| | | 6 |

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

| CREDITOR NAME | MONTHLY PAYMENT | BY DEBTOR/TRUSTEE |
|-------------------|-----------------|-------------------|
| <i>Lulu Smith</i> | <i>\$545.00</i> | <i>Debtors</i> |

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

| CREDITOR NAME | MONTHLY PAYMENT | EST MONTHS REMAINING |
|---------------------|-----------------|----------------------|
| <i>Aaron's Rent</i> | <i>\$100.00</i> | <i>12</i> |

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence).** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph ____ below.

| CREDITOR NAME | MONTHLY PAYMENT |
|---------------|-----------------|
|---------------|-----------------|

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

| CREDITOR NAME | MONTHLY PAYMENT | BY DEBTOR/TRUSTEE |
|---------------|-----------------|-------------------|
|---------------|-----------------|-------------------|

(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

| CREDITOR NAME | TOTAL AMOUNT DUE | INTEREST RATE |
|---------------|------------------|---------------|
|---------------|------------------|---------------|

4. **Attorney Fees.** Pay Debtor's attorney ***\$1,250.00*** in equal monthly payments over ***12*** months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below.

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

| CREDITOR NAME | TOTAL AMOUNT DUE | CURE PERIOD | INTEREST RATE |
|---------------|------------------|-------------|---------------|
|---------------|------------------|-------------|---------------|

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with **4.75%** interest.

| CREDITOR | EST BALANCE | DUE REPAY PERIOD | TOTAL w/ INTEREST |
|-----------------------|-------------------|------------------|-------------------|
| MIDWEST ACCPT. | \$6,985.96 | 60 Months | \$7,862.10 |
| WELLS FARGO | \$6,845.14 | 60 Months | \$7,703.40 |

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with **4.75%** interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

| CREDITOR | BALANCE DUE | FMV | REPAY PERIOD | TOTAL w/ INTEREST |
|----------|-------------|-----|--------------|-------------------|
|----------|-------------|-----|--------------|-------------------|

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

| CREDITOR | EST BALANCE | TRUSTEE/CO-DEBTOR | PERIOD | INTEREST RATE |
|----------|-------------|-------------------|--------|---------------|
|----------|-------------|-------------------|--------|---------------|

(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay **\$2,000.00** of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

| CREDITOR NAME | EST TOTAL DUE | TRUSTEE/CO-DEBTOR | INTEREST RATE |
|---------------|---------------|-------------------|---------------|
|---------------|---------------|-------------------|---------------|

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or

(L.F. 13 Rev. 10/2014)

recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

| CREDITOR | TOTAL DUE | TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here) |
|----------|-----------|--|
|----------|-----------|--|

8. **Priority Claims.** Pay the following priority claims allowed under 11U.S.C. section 507 in full, estimated as follows:

| CREDITOR NAME | TOTAL AMOUNT DUE |
|-----------------------------------|-------------------|
| MDOR | \$ 300.00 |
| ST. LOUIS COUNTY COLLECTOR | \$ 169.43 |
| MDOR Sales Taxes | \$1,500.00 |

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: **\$47,521.29**. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: **\$0.00**. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: **\$0.00**. Debtor guarantees a minimum of **\$0.00** will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

| CREDITOR | COLLATERAL |
|----------|------------|
|----------|------------|

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt:

| CREDITOR | CONTRACT/LEASE |
|----------|----------------|
|----------|----------------|

10. Other: ***This Amended Plan has the following changes –***

(1) Change in amount due to Wells Fargo Paragraph 5(B), and in amount due to St. louis county Collector in Paragraph 8;

(2) Change in payment terms

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order

granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: __2/18/15__

DEBTOR: /s/Randy Bingaman
RANDY J. BINGAMAN

DATE: __2/18/15__

DEBTOR: /s/Regina Lusby-Bingaman
REGINA R. LUSBY-BINGAMAN

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:) Case No: 14-48994
)
Randy & Regina Bingaman,) Chapter 13
)
Debtor.) Certificate of Service

CERTIFICATE OF SERVICE

The Undersigned hereby certifies that a copy of the above named Debtors' Chapter 13 Plan was electronically served or mailed to John V. LaBarge, Chapter 13 Trustee, P.O. Box 430908, St. Louis, MO 63143, and to all creditors and parties listed in the matrix, the 18th day of February, 2015.

Respectfully submitted,

ADAMS LAW GROUP

/s/ Jack J. Adams
JACK J. ADAMS #37791; #37791MO
ADRIANA D. ADAMS# 51863; 51863MO
Attorney for Debtor
1 Mid Rivers Mall Drive, Ste. 200
St. Peters, Missouri 63376
Ph.(636) 397-4744 Fax (636) 397-3978
contact@thinkadamslaw.com

Internal Revenue Service
PO Box 21125
Philadelphia, PA 19114

Missouri Department of Revenue
Collection Enforcement
Taxation Division
P.O. Box 854
Jefferson City, MO 65105

TransUnion
PO Box 2000
Crum Lynne, PA 19022

Aaron's
199 New Florissant Road
Saint Louis, MO 63135

AMCOL System
P.O. Box 21625
Columbia, SC 29221

Ameren
PO Box 790352
Saint Louis, MO 63179

Ameri Collect
PO Box 1566
Manitowoc, WI 54221

AT&T
P.O. Box 536216
Atlanta, GA 30353

Ballas Anesthesia
PO Box 60329
Saint Louis, MO 63160

Christian Hospital NE
6364 Albertine
Saint Louis, MO 63136

City of Florissant
955 St. Francois St.
Hazelwood, MO 63042

Consumer Adj Co
4121 Union Rd St 201
Saint Louis, MO 63129

Credit Collection Services
2 Wells Ave
Newton Center, MA 02459

Diane Ortlip
9300 Dielman Industrial Drive, Suite 100
Saint Louis, MO 63132

Dovenmuehle Mortgage Company
c/o Sue Zerbonia
2022 Autumn Wood Drive
Saint Charles, MO 63303

Knollwood Apartments
5370 Knoll Creek
Hazelwood, MO 63042

Laclede Gas
400 Graham Rd
Saint Louis, MO 63134

Mercy Clinic East
PO Box 6424
Chesterfield, MO 63006

Mercy Hospital
PO Box 2580
Springfield, MO 65801

Mercy Hospital St. Louis
PO Box 2580
Springfield, MO 65801

Midwest Acceptance
1257 Dougherty Ferry Road
Hazelwood, MO 63042

MNET
95 Argonaut Suite 200
Aliso Viejo, CA 92656

National Credit System
PO Box 312125
Atlanta, GA 31131

National Healthare Collection
700 Spirit of St. Louis Blvd. #B
Chesterfield, MO 63005

Quest Diagnostics
P.O. Box 740780
Cincinnati, OH 45274-0780

RPM
20816 44th Ste W
Lynnwood, WA 98036

Sallie Mae
PO box 9635
Wilkes Barre, PA 18773

St. Louis County Collector of Revenue
41 S. Central Avenue
Street Level
Saint Louis, MO 63105

St. Louis Surgical
760 Office Parkway
Creve Coeur, MO 63141

Utility Biling Service
PO Box 31569
Clarksville, TN 37040

Village Mobile Home Park
PO Box 220294
Saint Louis, MO 63122

WCP Laboratories
2326 Millpark Dr
Maryland Heights, MO 63043

Wells Fargo Dealer Services
P.O. Box 25341
Santa Ana, CA 92799

West County Radiology Group
11475 Olde Cabin Road Ste 200
Saint Louis, MO 63141